

TOWN OF NORTH HEMPSTEAD



Request for Proposals

IMPORTANT: SEE "NOTICE TO BIDDERS" and "INSTRUCTIONS TO BIDDERS"
CLAUSES HEREIN BIDS MAY BE SENT TO THE ADDRESS LISTED BELOW **ONLY**
(Fax and/or E-Mail Bid Submissions Will NOT Be Accepted)

<u>BID/PROPOSAL OPENING INFORMATION</u> Date: Time: November 25, 2013, 3pm	NAME OF BID/REQUEST FOR PROPOSAL Nursing Services
INVITATION FOR BIDS/PROPOSAL NUMBER: TNH055-2013	Specification Reference: As Incorporated in the Invitation For Bids/Proposals
CONTRACT PERIOD: initial period of three (3) years with the possibility of two (2) one (1) year renewals at the Town's option.	

The bid/proposal must be fully and properly executed by an authorized person.

By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this INVITATION FOR BIDS, Town of North Hempstead General Conditions, and that all information provided is complete, true and accurate.

Legal Business Name of Company Bidding:		Bidder's/Proposer Federal Tax Identification #: (Do Not Use SS#)	
D/B/A - Doing Business As (if applicable):			
Street	City	State	Zip
If you are not bidding, place an "X" in the box and return this page only. <input type="checkbox"/> WE ARE UNABLE TO BID AT THIS TIME BECAUSE _____.			
Bidder's/Proposer Signature: _____		Printed or Typed Name: _____	
Title: _____		Date: _____	
Phone: () - ext ()		E-mail Address: _____	
Fax: () -		Company Web Site: _____	

Department of Administrative Services - Purchasing Division
220 Plandome Road • Manhasset, New York 11030 • (516) 869-2913 (P) • (516) 869-2919 (F)



TOWN OF NORTH HEMPSTEAD

REQUEST FOR PROPOSALS

FOR

NURSING SERVICES

TOWN OF NORTH HEMPSTEAD

**220 Plandome Road
P.O. Box 3000
Manhasset, NY 11030-2327
(516) 869-6311**

Supervisor
John B. Riordan

Town Council
**Viviana L. Russell
Thomas K. Dwyer
Angelo P. Ferrara
Anna M. Kaplan
Lee R. Seeman
Dina M. De Giorgio**

**Issue Date: October 28, 2013
Proposals Due: November 25, 2013**

TOWN OF NORTH HEMPSTEAD
REQUEST FOR PROPOSALS

I. INTRODUCTION

A. General Information

The Town of North Hempstead ("Town") is requesting proposals for nursing services to be performed at various Project Independence locations within the Town. The services to be provided are described in detail in this Request for Proposals ("RFP").

The following conditions apply to this RFP:

- There is no express or implied obligation for the Town to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.
- Any inquiries concerning this RFP must be in writing or by email and should be addressed to the Purchasing Supervisor at contracts@northhempsteadny.gov, by no later than November 12, noon. Answers to questions submitted will be sent to potential vendors and also posted on the Town's website by no later than November 15, 2013, 4pm. All inquiries must bear the RFP number assigned to this RFP.
- To be considered, copies of a proposal must be received by the Town Department of Purchasing at 220 Plandome Road, Manhasset, New York 11030 by 3:00 p.m. **November 25, 2013**. The Town reserves the right to reject any or all proposals submitted.
- During the evaluation process, the Town reserves the right, where it may serve the Town's best interest, to request additional information or clarification from a proposer, or to allow corrections on non-material errors or omissions or waive non-material requirements. At the discretion of the Town, firms submitting proposals may be requested to make oral presentations as part of the evaluation process. If conducted, oral presentations will be scheduled with each proposer being considered.
- The Town reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.
- Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town and the firm selected.
- It is anticipated the selection of a firm will be completed on December 1, 2013. Following notification of the selected firm it is expected a retainer or agreement will be executed between both parties by January 1, 2014.

- The Town reserves the right, as best serves its interest, to change any of the projected dates set forth in this RFP, including, but not limited, to the due date for receipt of proposals.

The Town reserves the right to reject all proposals.

B. Subcontracting

No subcontracting is allowed without the express permission of the Town

II. NATURE OF SERVICES REQUIRED

A. New Hyde Park Region

The Town requires a nurse(s), 14 hours per week (2 days per week) to perform nursing services in the New Hyde Park area. Fluency in English required. Nurse(s) must be in place by January 1, 2014. The Town reserves the right to reject any proposal that does not commit to have personnel in place on January 1, 2014 and further reserves the right to cancel any contract resulting from this RFP if the proposer's personnel are not ready to provide service on the January 1, 2014.

The individual assigned to this region, may cover another Project Independence region should the need arise. Proposers should indicate agreement to have their nurse(s) attend no more than three hours per month of off-site supervision or training during contracted hours of work for Project Independence. Two weeks notification must be provided.

General Duties:

1. Become familiar with and proficient in the use of the 311/Townstat service request system.
2. Interview and assess participants in designated Project Independence facilities as well as during home visits, as needed.
3. Set up and oversee screening services – i.e. blood pressure, vision, diabetes, podiatry, blood glucose, hearing, posture, etc. at multiple facilities within the Town of North Hempstead.
4. Maintain appropriate documents, records, statistics and written reports in accordance with HIPAA guidelines and Project Independence requirements.
5. Develop and oversee health education plan for multiple facilities within the Town of North Hempstead—i.e. monthly health “chats”, information seminars, health fairs, support groups, intergenerational workshops.
6. Organize immunization programs at multiple sites within the Town of North Hempstead
7. Facilitate specialty programs and participate in research studies.
8. Visit homes to interview and assess participants if they are homebound.
9. Work with DOSA staff on community outreach for Project Independence.
10. Attend and report to the regional community advisory committee(s); assist with facilitation of meeting(s).

Skills and Abilities:

1. Knowledge of and experience with the geriatric population.
2. Ability to establish and maintain effective working relationships with PI participants, staff and

community partners.

3. Strong communication skills both in-person and on the phone.
4. Strong writing skills.
5. Ability to speak to and facilitate meetings/seminars with large groups.
6. Knowledge of Word, Outlook, Excel, the internet and all around basic computer skills.
7. Second language: Fluency in languages of India and/or Asia and/or Spanish a plus.
8. Ability to get to multiple sites with personal vehicle, within the Town of North Hempstead.

Minimum Qualifications:

1. A valid License to practice as a Registered Professional Nurse in New York State, and certification by the New York State Department of Education as a nurse/or practitioner.
 2. A minimum of five years' experience as a health care professional.
 3. Indemnification to practice as a healthcare professional.
 4. A valid New York State Driver's License and up to date vehicle insurance.
- * A personal vehicle would be necessary in order to perform the duties associated with this assignment.

B. Roslyn/Albertson and Mineola/Williston Park Regions

The Town requires a nurse(s), 21 hours per week (3 days per week) to perform nursing services in the Roslyn/Albertson and Mineola/Williston Park areas. Fluency in English required. Nurse(s) must be in place by January 1, 2014. The Town reserves the right to reject any proposal that does not commit to have personnel in place on January 1, 2014 and further reserves the right to cancel any contract resulting from this RFP if the proposer's personnel are not ready to provide service on the January 1, 2014.

The individual(s) assigned to this region, may cover another Project Independence region should the need arise. Proposers should indicate agreement to have their nurse(s) attend no more than three hours per month of off-site supervision or training during contracted hours of work for Project Independence. Two weeks notification must be provided.

General Duties:

1. Become familiar with and proficient in the use of the 311/Townstat service request system.
2. Interview and assess participants in designated Project Independence facilities as well as during home visits, as needed.
3. Set up and oversee screening services – i.e. blood pressure, vision, diabetes, podiatry, blood glucose, hearing, posture, etc. at multiple facilities within the Town of North Hempstead.
4. Maintain appropriate documents, records, statistics and written reports in accordance with HIPAA guidelines and Project Independence requirements.
5. Develop and oversee health education plan for multiple facilities within the Town of North Hempstead—i.e. monthly health “chats”, information seminars, health fairs, support groups, intergenerational workshops.
6. Organize immunization programs at multiple sites within the Town of North Hempstead
7. Facilitate specialty programs and participate in research studies.
8. Visit homes to interview and assess participants if they are homebound.
9. Work with DOSA staff on community outreach for Project Independence.
10. Attend and report to the regional community advisory committee(s); assist with facilitation of meeting(s).

Skills and Abilities:

1. Knowledge of and experience with the geriatric population.
2. Ability to establish and maintain effective working relationships with PI participants, staff and community partners.
3. Strong communication skills both in-person and on the phone.
4. Strong writing skills.
5. Ability to speak to and facilitate meetings/seminars with large groups.
6. Knowledge of Word, Outlook, Excel, the internet and all around basic computer skills.
7. Second language: Fluency in languages of India and/or Asia and/or Spanish a plus.
8. Ability to get to multiple sites with personal vehicle, within the Town of North Hempstead.

Minimum Qualifications:

1. A valid License to practice as a Registered Professional Nurse in New York State, and certification by the New York State Department of Education as a nurse/or practitioner.
2. A minimum of five years' experience as a health care professional.
3. Indemnification to practice as a healthcare professional.
4. A valid New York State Driver's License and up to date vehicle insurance.

* A personal vehicle would be necessary in order to perform the duties associated with this assignment.

C. Westbury/Carle Place Region

The Town requires one nurse, 14 hours per week (2 days per week) to perform nursing services in the Westbury/Carle Place area. Fluency in English required. Nurse must be in place by January 1, 2014. The Town reserves the right to reject any proposal that does not commit to have personnel in place on January 1, 2014 and further reserves the right to cancel any contract resulting from this RFP if the proposer's personnel are not ready to provide service on the January 1, 2014.

The individual assigned to this region, may cover another Project Independence region should the need arise. Proposers should indicate agreement to have their nurse(s) attend no more than three hours per month of off-site supervision or training during contracted hours of work for Project Independence. Two weeks notification must be provided.

General Duties:

1. Become familiar with and proficient in the use of the 311/Townstat service request system.
2. Interview and assess participants in designated Project Independence facilities as well as during home visits, as needed.
3. Set up and oversee screening services – i.e. blood pressure, vision, diabetes, podiatry, blood glucose, hearing, posture, etc. at multiple facilities within the Town of North Hempstead.
4. Maintain appropriate documents, records, statistics and written reports in accordance with HIPAA guidelines and Project Independence requirements.
5. Develop and oversee health education plan for multiple facilities within the Town of North Hempstead—i.e. monthly health “chats”, information seminars, health fairs, support groups, intergenerational workshops.

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6. Organize immunization programs at multiple sites within the Town of North Hempstead
7. Facilitate specialty programs and participate in research studies.
8. Visit homes to interview and assess participants if they are homebound.
9. Work with DOSA staff on community outreach for Project Independence.
10. Attend and report to the regional community advisory committee(s); assist with facilitation of meeting(s).

Skills and Abilities:

1. Knowledge of and experience with the geriatric population.
2. Ability to establish and maintain effective working relationships with PI participants, staff and community partners.
3. Strong communication skills both in-person and on the phone.
4. Strong writing skills.
5. Ability to speak to and facilitate meetings/seminars with large groups.
6. Knowledge of Word, Outlook, Excel, the internet and all around basic computer skills.
7. Second language: Spanish preferred, French Creole a plus.
8. Ability to get to multiple sites with personal vehicle, within the Town of North Hempstead.

Minimum Qualifications:

1. A valid License to practice as a Registered Professional Nurse in New York State, and certification by the New York State Department of Education as a nurse/or practitioner.
 2. A minimum of five years' experience as a health care professional.
 3. Indemnification to practice as a healthcare professional.
 4. A valid New York State Driver's License and up to date vehicle insurance.
- * A personal vehicle would be necessary in order to perform the duties associated with this assignment.

D. Great Neck Region

The Town requires a nurse(s), 14 hours per week (2 days per week) to perform nursing services in the Great Neck area. Fluency in English required. Nurse(s) must be in place by January 1, 2014. The Town reserves the right to reject any proposal that does not commit to have personnel in place on January 1, 2014 and further reserves the right to cancel any contract resulting from this RFP if the proposer's personnel are not ready to provide service on the January 1, 2014

The individual assigned to this region, may cover another Project Independence region should the need arise. Proposers should indicate agreement to have their nurse(s) attend no more than three hours per month of off-site supervision or training during contracted hours of work for Project Independence. Two weeks notification must be provided.

General Duties:

1. Become familiar with and proficient in the use of the 311/Townstat service request system.
2. Interview and assess participants in designated Project Independence facilities as well as during home visits, as needed.
3. Set up and oversee screening services – i.e. blood pressure, vision, diabetes, podiatry, blood glucose, hearing, posture, etc. at multiple facilities within the Town of North Hempstead.

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4. Maintain appropriate documents, records, statistics and written reports in accordance with HIPAA guidelines and Project Independence requirements.
5. Develop and oversee health education plan for multiple facilities within the Town of North Hempstead—i.e. monthly health “chats”, information seminars, health fairs, support groups, intergenerational workshops.
6. Organize immunization programs at multiple sites within the Town of North Hempstead
7. Facilitate specialty programs and participate in research studies.
8. Visit homes to interview and assess participants if they are homebound.
9. Work with DOSA staff on community outreach for Project Independence.
10. Attend and report to the regional community advisory committee(s); assist with facilitation of meeting(s).

Skills and Abilities:

1. Knowledge of and experience with the geriatric population.
2. Ability to establish and maintain effective working relationships with PI participants, staff and community partners.
3. Strong communication skills both in-person and on the phone.
4. Strong writing skills.
5. Ability to speak to and facilitate meetings/seminars with large groups.
6. Knowledge of Word, Outlook, Excel, the internet and all around basic computer skills.
7. Second language: Farsi a plus.
8. Ability to get to multiple sites with personal vehicle, within the Town of North Hempstead.

Minimum Qualifications:

1. A valid License to practice as a Registered Professional Nurse in New York State, and certification by the New York State Department of Education as a nurse/or practitioner.
2. A minimum of five years’ experience as a health care professional.
3. Indemnification to practice as a healthcare professional.
4. A valid New York State Driver’s License and up to date vehicle insurance.

* A personal vehicle would be necessary in order to perform the duties associated with this assignment.

E. Port Washington Region

The Town requires a nurse(s), 14 hours per week (2 days per week) to perform nursing services in the Port Washington area. Fluency in English required. Nurses must be in place by January 1, 2014. The Town reserves the right to reject any proposal that does not commit to have personnel in place on January 1, 2014 and further reserves the right to cancel any contract resulting from this RFP if the proposer’s personnel are not ready to provide service on the January 1, 2014

The individual assigned to this region, may cover another Project Independence region should the need arise. Proposers should indicate agreement to have their nurse(s) attend no more than three hours per month of off-site supervision or training during contracted hours of work for Project Independence. Two weeks notification must be provided.

General Duties:

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1. Become familiar with and proficient in the use of the 311/Townstat service request system.
2. Interview and assess participants in designated Project Independence facilities as well as during home visits, as needed.
3. Set up and oversee screening services – i.e. blood pressure, vision, diabetes, podiatry, blood glucose, hearing, posture, etc. at multiple facilities within the Town of North Hempstead.
4. Maintain appropriate documents, records, statistics and written reports in accordance with HIPAA guidelines and Project Independence requirements.
5. Develop and oversee health education plan for multiple facilities within the Town of North Hempstead—i.e. monthly health “chats”, information seminars, health fairs, support groups, intergenerational workshops.
6. Organize immunization programs at multiple sites within the Town of North Hempstead
7. Facilitate specialty programs and participate in research studies.
8. Visit homes to interview and assess participants if they are homebound.
9. Work with DOSA staff on community outreach for Project Independence.
10. Attend and report to the regional community advisory committee(s); assist with facilitation of meeting(s).

Skills and Abilities:

1. Knowledge of and experience with the geriatric population.
2. Ability to establish and maintain effective working relationships with PI participants, staff and community partners.
3. Strong communication skills both in-person and on the phone.
4. Strong writing skills.
5. Ability to speak to and facilitate meetings/seminars with large groups.
6. Knowledge of Word, Outlook, Excel, the internet and all around basic computer skills.
7. Second language: Spanish a plus.
8. Ability to get to multiple sites with personal vehicle, within the Town of North Hempstead.

Minimum Qualifications:

1. A valid License to practice as a Registered Professional Nurse in New York State, and certification by the New York State Department of Education as a nurse/or practitioner.
 2. A minimum of five years’ experience as a health care professional.
 3. Indemnification to practice as a healthcare professional.
 4. A valid New York State Driver’s License and up to date vehicle insurance.
- * A personal vehicle would be necessary in order to perform the duties associated with this assignment.

III. TOWN CONTRACT

The Town envisions entering into a contract with the provider(s) selected for an initial period of three (3) years with the possibility of two (2) one (1) year renewals at the Town’s option. The contract will be substantially in the form attached hereto as Attachment C. The Town reserves the right to amend any of the terms contained in such form agreement at any time prior to execution of a contract with the provider(s) selected.

IV. TIME REQUIREMENTS

A. Proposed Calendar

The following is a list of key dates up to and including the date proposals must be submitted:

RFP issued	October 28, 2013
Due Date for proposal submissions	November 25, 2013

B. Notification and Contract Dates

Select firm notified	On or about	December 1, 2013
Contract date	On or before	January 1, 2014

C. The Town reserves the right, as best serves its interest, to change any of the projected dates set forth in this RFP, including, but not limited to, the due date for receipt of proposals.

V. PROPOSAL REQUIREMENTS

A. General Requirements

1. Inquiries

Written inquiries concerning the RFP and its subject must be made to Maria Gomes, Procurement Supervisor at contracts@northhempsteadny.gov. Direct responses to all inquiries will be distributed to each potential proposer.

2. Submission of Proposals

The following material is required to be received by November 25, 2013 for a proposing firm to be considered.

a. The Proposal shall include:

i. Title Page

Title page showing the RFP subject; the firm's name; name, address and telephone number of the contact person; and the proposal date.

ii. Statement of qualifications

A signed letter of transmittal stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes it to be best qualified to perform the engagement, the firm's past history in providing such services for companies or municipalities, biographical information of those personnel that would provide services to the Town under an agreement and **a statement that the proposal is a firm and**

irrevocable offer.

iii. Completed price proposal attached as Attachment A

iv. Fully completed Proposer's Qualification Statement attached as Attachment B, including the Statement of Understanding, Disclosure Statement, Non-Collusive Proposal Certification, Insurance Certification and Acknowledgement of Receipt of Addenda. The contract will be executed by the Town and the selected candidate only after an evaluation of each proposal and a selection of a firm.

v. Statement that the proposer accepts and agrees to the form contract contained in Attachment C.

- b. The completed proposal should be sent to the following address in a sealed envelope marked "Request for Proposals: Nursing Services":

Maria Gomes, Procurement Supervisor
Town of North Hempstead
Department of Procurement
220 Plandome Road
Manhasset, New York 11030

B. Guidance on Completing a Proposal Submission

1. General Requirements

The purpose of the Proposal Submissions is to demonstrate the qualifications, competence and capacity of the firms seeking to provide services to the Town. As such, the substance of proposals will carry more weight than the form or manner of presentation. The Qualifications Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement.

The Qualifications Proposal should address all points outlined in the RFP. The Qualifications Proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the RFP requirements. While additional data may be presented, the information in ensuing items 2 and 3 must be included. They represent the criteria against which the Qualifications Proposal will be evaluated.

2. Firm Qualifications and Experience

The proposer should state the size of the firm, the size of its staff, qualifications and the experience of the staff to be employed on this engagement.

3. The proposer should indicate the firm's experience in similar engagements with other companies or municipalities. The project references should include client contact information.

VI. SELECTION OF FIRM

A. The Town will approve a firm based on an evaluation of the proposals. The Town reserves the right to enter into negotiations with the proposer offering the next-best value should the Town be unable to negotiate and execute a contract with the awardee. Proposals will be evaluated based on the following point system:

1. Compliance with RFP Requirements	10 Points
2. Proposer/Agency Experience & Background	40 Points
3. Price	50 Points

The Town may also take into account any other factors it deems necessary in evaluating each proposal.

B. It is anticipated that a firm will be selected on December 1, 2013. Following notification of the firm selected, it is expected a contract will be executed between both parties by January 1, 2014. Selection of a firm or firms is subject to the approval of the Town Board.

C. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in the RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town and the firm selected. The Town reserves the right without prejudice to reject any or all proposals.

D. Minimum Service

The selection of a Consultant will not guarantee any minimum amount of services under the contract.

ATTACHMENT A

PRICE PROPOSAL

Provide the hourly fee your firm proposes to charge the County for the services provided (Proposers may submit for one or more regions):

<u>Service Area</u>	<u>Weekly Hours</u>	<u>Days per week</u>	<u>Proposed Fee per Hour</u>
New Hyde Park	14 Hours	2 Days	
Roslyn Area & Mineola Areas	21 Hours	3 Days	
Westbury/Carle Place	14 Hours	2 Days	
Great Neck	14 Hours	2 Days	
Port Washington	14 Hours	2 Days	

_____ Initial here to acknowledge that the above rates are applicable for each of the first three (3) years of the term of the agreement and that, if such agreement is renewed, the above rates will be increased by a factor of three percent (3%) for both of such renewal years.

The undersigned further stipulates that the information in this attachment is, to the best of its knowledge, true and accurate.

Signature

Name of Proposer

Title of Person Signing

Sworn to and subscribed on

this _____ day of _____, 20____

(Notary Public)

ATTACHMENT B

BIDDER'S QUALIFICATION STATEMENT

INSTRUCTIONS:

The Bidder's Qualifications Statement Consists of the Following Documents:

1. Statement of Understanding;
2. Disclosure Form;
3. Noncollusive Bidding Certification;
4. Certification of Insurance (*to be completed by an authorized insurance agent*); and
5. Acknowledgement of Receipt of Addenda Form.

Please complete **ALL FIVE** forms and submit with the Bid/Proposal.

THE TOWN RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT FAILS TO INCLUDE COMPLETE AND ACCURATE ORIGINALS OF ALL FOUR FORMS INCLUDING ALL APPROPRIATE ACKNOWLEDGMENT(S) AND BEARING THE SIGNATURE OF A NOTARY PUBLIC.

STATEMENT OF UNDERSTANDING

By signing in the space provided below, the undersigned certifies, under penalty of perjury, as follows:

1. I am duly authorized to submit this Bid/Proposal on behalf of the below listed sole proprietorship/company/partnership/corporation.
2. That he/she has read and understands all terms and conditions pursuant to this bid, including but not limited to the Bid Documents, Bid Specifications, General Conditions, and bid prices hereto.
2. That he/she will furnish any and all items upon which prices are bid at the price set forth for each item bid with a **CASH DISCOUNT OF _____%, IF ANY.**
3. That he/she has the capacity to and will abide by all terms and conditions pursuant to this bid, including but not limited to the Bid Documents, Bid Specifications, General Conditions, and bid prices hereto.
4. That he/she agrees to accept payment in accordance with the requirements of the Bid Documents, Bid Specifications, General Conditions, and bid prices hereto; and
5. That **DELIVERY** to the destination stated in the Bid Documents will be made within 30 days after the receipt of the order.
6. That he/she will, if his/her Bid/Proposal is accepted, enter into a Contract with the Town of North Hempstead pursuant to the terms and conditions set forth in the Bid Documents, Bid Specifications, General Conditions, and bid prices hereto.
7. That he/she certified that his/her sole proprietorship/company/partnership/corporation will carry all types of insurance specified in the contract.
8. Is the response that you are providing compliant with the instructions set forth in this solicitation for bids?
☐ Yes ☐ No

The undersigned further stipulates that the information in this Proposal is, to the best of its knowledge, true and accurate.

Signature

Name of Bidder

Title of Person Signing

Sworn to and subscribed on

this _____ day of _____, 20____

(Notary Public)

DISCLOSURE FORM

The signatory of this questionnaire certifies under oath the truth and correctness of all statements and of all answers to interrogatories hereinafter made.

Provide answers to each of the following and supporting documentation, where necessary:

1. **Adverse Equal Opportunity Determinations:** Identify all adverse determinations against your Company/Corporation/Partnership, or its employees or persons acting on its behalf, with respect to actions, proceedings, claims or complaints concerning violations of federal, state or municipal equal opportunity laws or regulations.

2. **Convictions and Unscrupulous Practice:** Has your Company/Corporation/Partnership, or any of its employees present or past, or anyone acting on its behalf, ever been cited for unscrupulous practice, or been convicted of any crime or offense arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business, or has any of your Company/Corporation/Partnership's officers, director or persons exercising substantial policy discretion ever been convicted of any crime or offense involving business/financial misconduct or fraud? If so, describe the convictions and surrounding circumstances in detail.

3. **Pending or Threatened Actions/Suits:** Describe any past or present action, suit, proceeding or investigation pending or threatened against your Company/Corporation/Partnership including, without limitation, any proceeding known to be contemplated by government authorities, private parties, or current or former clients.

4. **Criminal Misconduct:** Has your Company/Corporation/Partnership, or any of its employees, or anyone acting on its behalf, been indicted or otherwise charged in connection with any criminal matter arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business which is still pending, or has any of the Company/Corporation/Partnership's officers, directors or persons exercising substantial policy discretion been indicted or otherwise charged in connection with any criminal matter involving business or financial misconduct or fraud which is still pending? If so, describe the indictments or charges and surrounding circumstances in detail.

5. **Survey Forgery (If applicable):** Has your Company/Corporation/Partnership, or any of its employees present or past, or anyone acting on its behalf, ever signed and sealed surveys for which your Company/Corporation/Partnership has not actively participated in the production thereof; or been investigated by the New York Department of State for such activity? If so, describe the circumstances in detail.

6. **Conflicts of Interest:** disclose any of the following, and describe any procedures your Company/Corporation/Partnership has, or would adopt, to assure the Town that a conflict of interest would not exist in the future):

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- (a) Any material financial relationships that your Company/Corporation/Partnership or any Company/Corporation/Partnership employee has that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.
- (b) Any family relationship that any employee of your Company/Corporation/Partnership has with a member, employee, or official of the Town or that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.
- (c) Any other matter that your Company/Corporation/Partnership believes may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.

7. **Financial Disclosure:** Submit with this Disclosure Statement Form, any one of the following three items:

- (a) a financial statement, prepared on an accrual basis, in a form which clearly indicates: Bidder's (1) assets, liabilities and net worth; (2) date of financial statement; and (3) name of firm preparing statement.
- (b) a letter of credit reference from a recognized bank or financial institution; or
- (c) a certified copy of a credit report from a recognized credit bureau, such as Dun and Bradstreet or TRW.

THE TOWN RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT FAILS TO INCLUDE COMPLETE DISCLOSURE STATEMENT FORM.

Dated at _____, this _____ day of _____, 20____.

(Signature, if Individual)

By: _____

(Seal, if corporation)

(Signature)

Print Name: _____

(Legal Business Name of Company/Partnership/Corporation)

Print Title: _____

[MANDATORY AFFIDAVIT(S) AND ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE]

-----**(Affidavit for Individual)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) _____ he/she is an authorized representative of the Bidder/Proposer; b) he/she has read all statements and answers to this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) the attached letter of credit/certified copy of credit report or financial statement, taken from his/her books, is a true and accurate statement of his/her financial condition as of the date thereof; and b) all of the foregoing qualification information is true, complete, and accurate.

-----**(Affidavit for Partnership)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is a member of the partnership of _____, b) he/she has read all statements and answers this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) he/she is familiar with the books of said partnership showing its financial condition; c) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said partnership, is a true and accurate statement of the financial condition of the partnership as of the date thereof; and d) all of the foregoing qualification information is true, complete and accurate.

-----**(Affidavit for Corporation)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is _____ of _____ (Full Legal Name of Corporation); b) he/she has read all statements and answers this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) he/she is familiar with the books of said corporation showing its financial condition; c) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof; and d) that all of the foregoing qualification information is true, complete and accurate.

-----**(Acknowledgement)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that he/she is _____ of _____ (Name of Bidder) that he/she is duly authorized to make the foregoing affidavit and that he/she makes it on behalf of () himself/herself: () said partnership; () said corporation.

Sworn to before me this _____ day of _____, 20_____, in the County of _____, State of _____.

(Notary Public)

My commissioner expires: _____

NONCOLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

I, hereby certify under the penalties of perjury that the foregoing statement is true.

By: _____	_____
Bidder's Signature	Date
_____	_____
Print Name	Title
_____	_____
Legal Name of Individual or Business Name of Company/Partnership/Corporation	Bidder's Federal Tax Identification # (Do Not Use SS#)
_____	_____
Address	Email Address

[MANDATORY ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE]

***Town of North Hempstead
Request for Proposals
TNH055-2013- Nursing Services***

------(Acknowledgment for Individual)-----

STATE OF)
)
) SS.:
COUNTY OF)

On _____, 20____ before me personally came _____ to me known, and known to me to be the individual(s) described in, and who executed the foregoing NONCOLLUSIVE BIDDING CERTIFICATION, and duly acknowledged to me that s/he executed the same.

(Notary Public)

My commission expires:_____

------(Acknowledgment for Partnership)-----

STATE OF)
) ss.:
COUNTY OF)

On _____, 20____ before me personally came _____ to me known, who, by me duly sworn, did depose and say that deponent resides at _____; that deponent is a member of the partnership described in and which executed the foregoing NONCOLLUSIVE BIDDING CERTIFICATION; deponent is authorized to sign the foregoing NONCOLLUSIVE BIDDING CERTIFICATION.

(Notary Public)

My commission expires:_____

------(Acknowledgement for Corporation)-----

STATE OF)
)
) SS.:
COUNTY OF)

On _____, 20____ before me personally came _____ to me known, who, by me duly sworn, did depose and say that deponent resides at _____ that deponent is the _____ of the corporation described in, and which executed the foregoing NONCOLLUSIVE BIDDING CERTIFICATION, that deponent knows the seal of the corporation, that the seal affixed to the NONCOLLUSIVE BIDDING CERTIFICATION, is the corporate seal, that its was affixed by order of the board of _____ of the corporation; and that deponent signed deponent's name by like order.

(Notary Public)

My commission expires:_____

INSURANCE CERTIFICATION

TO BE COMPLETED BY AN AUTHORIZED INSURANCE AGENT

INSTRUCTIONS:

Please complete this Insurance Certification and attach copies of proof of insurance as follows:

- (a) **Commercial General Liability/Automobile Liability:** ACCORD-25 FORM.
- (b) **Worker's Compensation:** Certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 57 (2) evidencing proof of workers' compensation insurance *or* proof of Bidder not being required to secure same.
- (c) **Disability Benefits Insurance:** Certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 220 evidencing proof of disability benefits insurance *or* proof of Bidder not being required to secure same.

This form and all supporting documentation must be submitted with this Bid/Proposal even if said information is on-file with the Town in connection with another bid, project or contract.

(Name and Address of Bidder)

Name of Bid: _____ Bid Number: _____

(1) Commercial General Liability with completed operations (plus X.C.U. when applicable), to which the Town of North Hempstead has been added as additional insured, and Automobile Liability: \$ 2,000,000.00 Combined single limit (bodily and personal injury/property damage).

Insurance Carrier (Commercial General Liability): _____

Policy Number(s): _____

(2) Worker's Compensation:

Insurance Carrier: _____ Policy Number(s): _____

(3) The above insurance is effective with New York State admitted insurance companies, and is A rated or equivalent to A rated.

(4) Policy cancellation or non-renewal shall be effective only upon thirty (30) days prior notice by certified mail to:
Town of North Hempstead, Office of the Town Attorney, 220 Plandome Road, P.O.B. 3000, Manhasset, New York 11030
Authorized Insurance Agent's Signature and Title:

Name, Insurance Affiliation and Address:

_____ Dated _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

The bidder hereby acknowledges that he/she has received and that he/she has considered in the preparation of his/her bids, all requirements in the following Addenda to this Bid/Proposal/Contract:

Note: This acknowledgement shall be signed by the person executing the Statement of Understanding.
Insert additional pages, as necessary.

ADDENDUM NUMBER	DATE OF ADDENDUM	ACKNOWLEDGEMENT

☐ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID/PROPOSAL/CONTRACT.**

ACKNOWLEDGEMENT: _____

IMPORTANT NOTICE:

THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL BIDDERS. IF NO ADDENDA ARE RECEIVED, CHECK THE "NO ADDENDUM" BOX ABOVE AND SIGN THE ACKNOWLEDGMENT.

THE TOWN RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT FAILS TO INCLUDE THIS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

ATTACHMENT C

Form of Town Contract

The following are standard clauses contain in Town of North Hempstead contracts. The Town reserves the right to amend these clauses at any time and to add to or subtract from these clauses.

THIS AGREEMENT, dated as of the date executed on behalf of the Town, (together with all schedules, appendices, attachments and exhibits attached hereto, if any, collectively referred to as the "Agreement"), is entered into by and between the **TOWN OF NORTH HEMPSTEAD** (the "Town"), a municipal corporation having its principal office at 220 Plandome Road, Manhasset, New York 11030 (the "Town"), and _____, a _____ duly organized and validly existing under the laws of the State of _____, having its principal place of business at _____ (the "Contractor").

W I T N E S S E T H:

WHEREAS, the Town wishes to retain the Contractor to provide nursing services to the Town; and,

WHEREAS, pursuant to Resolution No. _____, duly adopted at its meeting held on _____, the Town Board authorized the execution of an agreement with the Contractor to provide nursing services to aging Town residents participating in Project Independence;

NOW, THEREFORE, in consideration of the mutual terms, conditions, covenants and agreements contained in this Agreement, the Parties agree as follows:

1. Term.

This Agreement shall commence on January 1, 2014 and terminate on December 31, 2016. Each calendar year of this Agreement shall be known as an "Agreement Year". The term of the Agreement may be extended by the Town for two (2) additional years, to be exercised one (1) year at a time upon written notice from the Town to Contractor (each year renewed, a "Renewal Term"), subject to approval of the Town Board.

2. Scope of Services.

The Contractor shall undertake and complete the professional services, as set forth in Schedule A, a copy of which is annexed hereto as "Schedule A" (the "Services").

3. Payment.

(a)Amount of Consideration. In consideration of the Contractor's performance of the Services, the Town agrees to pay the Contractor a sum not to exceed _____, payable at a rate of _____ per hour of Services provided (the "Contract Amount"). The Contract Amount shall constitute full and complete compensation for the Services performed hereunder.

(b) Procedure for Submission of a Claim. Payments of the Contract Amount shall be made to the Contractor in arrears and shall be expressly contingent upon: (i) the Contractor submitting a claim (the "Claim") in a form reasonably satisfactory to the Town, and (ii) review, approval and audit of the Claim by the Town and/or the Comptroller. Drawdowns for the payment of eligible expenses shall be made against the activities specified herein and in accordance with applicable performance requirements, documentation submission requirements, and the Approved Budget. All Claims shall be submitted in **duplicate** to:

Commissioner
Department of Services For The Aging
Town of North Hempstead
470 Old Westbury Road
Roslyn Heights, NY 11577

(c) Form of Claim. All Claim forms shall: (i) state with reasonable specificity the Services provided and the payment requested as consideration for such Services; (ii) certify that the Services rendered and the payment requested are in accordance with the terms of this Agreement; and (iii) be accompanied by documentation satisfactory to the Town supporting the amount claimed, including, at minimum, certified time sheets in the form of Schedule D annexed hereto for those individuals providing the Services during the period covered by the Claim, which time sheets shall show the identity of the individual providing the Services, the dates and times that such Services were provided, the places where such services were provided and the number of hours that such services were provided; statistical report containing the information contained in Schedule B annexed hereto and made a part hereof; and such and other documentation the Town, state, and/or federal department or agency may require.

(d) Timing of Payment Claims. The Contractor shall submit Claims on a quarterly basis.

(e) No Duplication of Payments. Payments for the Services shall not duplicate payment for any Services or other work performed or to be performed under any other agreement made between the Contractor and any funding source, including, but not limited to, funds received from the Town and revenues derived from activity fees.

4. Performance Monitoring.

The Supervisor of the Town of North Hempstead or his or her duly designated deputy (the "Supervisor") will monitor the performance of the Contractor against the goals and performance standards stated and required herein. Substandard performance as determined by the Supervisor, in his sole and absolute discretion, will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time (as determined by the Supervisor) after being notified by the Supervisor, contract suspension and/or termination procedures may be initiated.

5. Independent Contractor.

The Contractor is an independent contractor of the Town. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a Town employee, (ii) commit the Town to any obligation, or (iii) hold itself, himself, or herself out as a Town employee or Person with the authority to commit the Town to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. Subcontractor Agreements.

(a) The Contractor may execute a written agreement, in a form reasonably satisfactory to the Town, with any other subcontractor that shall perform work for the Services pursuant to this Agreement (the "Subcontract").

(b) The Contractor shall submit a copy of any Subcontract to the Town within thirty (30) days of execution of same.

(c) The Contractor shall cause the subcontractor to procure and maintain the insurance policies set forth in Section 10 of this Agreement. The Town shall be named as additional insured on said policies and be entitled to 30 days advance written notice of cancellation.

(d) The Contractor shall monitor all subcontracted Services on a regular basis to assure compliance by subcontractors with the Agreement. Results of monitoring efforts shall be summarized in written reports submitted to the Commissioner of the Department of Services For The Aging, 470 Old Westbury Road, Roslyn Heights, NY 11577 on a monthly basis (or as otherwise required by the Town) and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

7. Compliance with Law.

The Parties shall comply with any and all applicable and relevant Federal, State and local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under this Agreement. As used in this Agreement the word "Law" means any and all statutes, rules, regulations, orders, ordinances, writs, injunctions, official resolutions, official interpretations, or decrees, as the same may be amended from time to time, enacted, adopted, promulgated, released, or issued, by or on behalf of any government or political subdivision thereof, quasi-governmental authority, court, or official investigative body.

Contractor shall also comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, as amended from time to time, and shall comply with the terms and conditions of the Business Associate Agreement attached hereto as Schedule B and made a part hereof.

This Agreement shall be construed and interpreted in accordance with the laws of the State of New York.

8. Confidentiality.

(a) The Parties acknowledge that in the performance of the Services, each may have access to and receive disclosure of certain confidential information relating to the other Party, or, with respect to the Town, participants in its programs (“Confidential Information”). In addition to all requirements established by law, the Parties agree and promise that they shall:

(i) protect and preserve the confidential and proprietary nature of the Confidential Information;

(ii) not disclose, give, sell or otherwise transfer or make available, directly or indirectly, any Confidential Information to any third party for any purpose, except as permitted pursuant to this Agreement or directed in writing by the other Party in advance of such disclosure. Nothing herein shall preclude either Party from disclosing Confidential Information pursuant to the requirements of law as prescribed from time to time or as required by a court or tribunal of competent jurisdiction, however, the disclosing Party shall notify the other Party immediately upon receiving notification of a subpoena, court order or other similar process.

(iii) not use or make copies of the Confidential Information unless it is necessary for the performance of the Services or permitted pursuant to this Agreement;

(iv) limit the dissemination of the Confidential Information within its own organization to such individuals whose duties justify the need to know the Confidential Information and then only upon the clear understanding by such individuals of their obligations to maintain the confidential and proprietary nature of the Confidential Information according to the terms of this Agreement;

(v) when appropriate, return or destroy if return is unfeasible all Confidential Information and any copies or work product derived from Confidential Information immediately upon the request of the other Party; and

(b) All tapes, reports, mailing packages or other material relating to or derived from the Confidential Information shall remain the property of the disclosing Party.

9. Indemnification.

(a) To the fullest extent permitted by law, the Contractor:

(i) shall be solely responsible for and shall indemnify and hold harmless the Town, and its officers, employees, agents, and servants (collectively, the

“Indemnified Parties”), from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys’ fees and disbursements), and damages (collectively, “Losses”), including Losses attributable to acts or omissions of the Contractor or any employee, servant, agent, or subcontractor of the Contractor (“the Contractor’s Agent”), arising out of or in connection with this Agreement, except, however, that the Contractor shall not be held liable for occurrences resulting from the negligence or willful misconduct of the Town;

(ii) shall cause the Contractor’s Agents to cooperate with the Town in connection with the investigation, defense, or prosecution of any action, suit, or proceeding arising out of or in connection with this Agreement.

(b) The obligations of the Contractor pursuant to Section 9 (a) hereof shall not be limited by reason of enumeration of any insurance coverage provided under this Agreement.

(c) Nothing in this Section 9 or elsewhere in this Agreement shall create or give to third parties any claim or right of action against the Town beyond that which legally exist regardless of the provisions of this Agreement.

(d) The Contractor’s indemnification obligation hereunder shall survive the expiration or termination of this Agreement.

10. Insurance.

The Contractor agrees to procure and maintain, and ensure that any sub-contractors shall procure and maintain, with a New York State admitted carrier, the following insurance policies, or such other documents as are set forth hereunder:

(a) Commercial general liability insurance covering the liability of the Contractor, with a combined single limit (bodily injury/property damage) of Two Million Dollars (\$2,000,000). The Town shall be named as additional insured on said policy;

(b) Workers’ compensation insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers’ Compensation Board pursuant to State Workers’ Compensation Law § 57(2);

(c) Disability benefits insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers’ Compensation Board pursuant to State Workers’ Compensation Law § 220(8); and

(d) Malpractice liability insurance covering the liability of the Contractor arising out of the performance of this Agreement with a combined single limit of Two Million Five Hundred Thousand Dollars (\$2,500,000).

The Town shall be entitled to 30 days advance written notice of the cancellation, or termination of any and all policies listed above in Section 10(a) through (d).

11. Records.

(a) The Contractor shall, at its sole expense, maintain full, complete and accurate books and records, documents, accounts and other evidence of accounts, whether maintained electronically or manually (“Records”) pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity and receives Federal funds, must comply with the accounting guidelines set forth in the Federal Office of Management & Budget Circular A-122, “Cost Principles for Non-Profit Organizations.” The Contractor shall maintain the Records for a period of six (6) years following the later of termination of or final payment under this Agreement. Such Records shall be available for audit and inspection by the Comptroller, the Supervisor, any other governmental authority with jurisdiction over the provision of Services and/or the payment therefore, and any of their duly designated representatives during regular business hours at the time and place reasonably designated by Contractor unless otherwise required by applicable law.

(b) The Contractor shall, at its sole expense, obtain the services of a recognized accounting firm to prepare and provide an annual audited financial statement to the Town Comptroller’s office within ten (10) days after issuance of such statement. Contractor’s placement of such annual audited financial statement on the Contractor’s public website shall be deemed compliant with the forgoing sentence. Failure to provide such statement within one hundred twenty (120) days of the end of the fiscal year may be considered a material breach of contract.

(c) The Contractor shall cause each of its subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Town and its agents, for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

12. Limitations on Actions and Special Proceedings Against the Town.

No action or special proceeding shall lie or be prosecuted or maintained against the Town upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding

is based in writing to the Supervisor for adjustment and the Town shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Supervisor under this Section 12 to the Town Attorney (at the address specified above for the Town) on the same day that documents are sent or delivered to the Supervisor. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the Town.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of:

(I) one (1) year of the first of the following occurrences:

(A) final payment under or the termination of this Agreement, and

(B) the accrual of the cause of action, or

(ii) the time specified in any other provision of this Agreement.

13. Assignment; Amendment; Waiver; Subcontracting.

(a) This Agreement and the rights and obligations hereunder may not be in whole or part (I) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the Supervisor and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a Party hereunder to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

(b) It shall be a condition to the consent of the Supervisor to any assignment or subcontract that the Person to or with whom or which such assignment or subcontract is made agrees in writing that, except as provided in the following sentence with respect to amounts payable by the Town, such person shall be bound by the terms and conditions of this Agreement as though an original party hereto. Unless the action being approved is an assignment of every right and obligation of the Contractor under this Agreement (I) the Contractor shall remain responsible for the full performance of its obligations under this Agreement, and (ii) no amounts payable by the Town under this Agreement shall be or become payable by the Town to any Person other than the Contractor.

14. Consent to Jurisdiction and Venue; Governing Law.

Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by a court of competent jurisdiction located in Nassau County, New York, and the Parties expressly waive any objections to the same on any grounds, including venue and

forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

15. Termination.

This Agreement may be terminated (I) for any reason by either Party upon thirty (30) days prior written notice to the other Party, (ii) for “Cause” by the either Party immediately upon the receipt of written notice of termination from the terminating Party, (iii) upon mutual written agreement by the Town and the Contractor, and (iv) in accordance with any other terms and provisions of this Agreement expressly addressing termination.

As used in this Agreement the word “Cause” includes: (I) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of Federal or State funding for the services to be provided under this Agreement.

16. Entire Agreement.

This Agreement represents the full and entire understanding and agreement between the Parties hereto with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the Parties relating to the subject matter of this Agreement.

17. Executory Clause.

Notwithstanding any other provision of this Agreement:

- (a) Approval and Execution. The Town shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (I) all relevant and required Town approvals have been obtained, including, if required, approval by the Town Board, and (ii) this Agreement has been executed by the Supervisor (as defined in this Agreement).
- (b) Availability of Funds. The Town shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for Project Independence pursuant to this Agreement.

IN WITNESS WHEREOF, the Contractor and the Town have executed this Agreement as of the date first above written.

TOWN OF NORTH HEMPSTEAD

(Contractor)

By: _____
John B. Riordan, Town Supervisor

By: _____
Print Name: _____
Title: _____

A P P R O V E D AS TO FORM:

Linda B. Zuech, Acting Town Attorney

Kathleen H. Mitterway, Comptroller

Caisy Meyers, Commissioner
Department of Services for the Aging

County of Nassau)

On the _____ day of _____ in the year 2013, before me, the undersigned, personally appeared **John B. Riordan**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

County of Nassau)

On the ____ day of _____ in the year 2013, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacities, and that by his/her signature on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A

The Contractor shall provide registered nurse(s) to perform _____ hours of nursing services each week for a period of fifty-two (52) weeks per year in the _____ Project Independence region. Nurses may be assigned to other Project Independence sites within the Town, as needed and requested within a reasonable period of time.

The Contractor shall ensure that its designated registered nurse(s) shall undertake, perform and complete the following tasks:

1. Become familiar with, and proficient in, the use of the 311/Townstat Service Request System.
2. Interview and assess participants in designated Project Independence facilities and during home visits, as needed.
3. Set up and oversee screening services for blood pressure, vision, diabetes, podiatry, blood glucose, hearing, posture, etc. at multiple facilities within the Town.
4. Maintain appropriate documents, records, statistics and written reports in accordance with Health Insurance Portability and Accountability Act ("HIPAA") guidelines.
5. Develop and oversee health education plan for multiple facilities with the Town-*i.e.* monthly health "chats," informational seminars, health fairs, support groups, intergenerational workshops.
6. Organize and administer immunizations, based upon availability, at various Town locations.
7. Facilitate other specialty programs and participate in research studies.

The Contractor shall employ registered nurses that possess the following skills, abilities and qualifications:

1. A valid license to practice as a Registered Professional Nurse in New York State, and certification by the New York State Department of Education as a nurse and/or practitioner;
2. Knowledge and experience of geriatric community;
3. A minimum of five years experience in the field of healthcare;
4. Ability to establish and maintain effective working relationships with Project Independence staff, participants and community partners;
5. Strong writing, in person, phone and communication skills;
6. Ability to speak to, and facilitate meetings/seminars, with large groups;
7. Fluency in Spanish, Farsi, French Creole, is helpful, but not mandatory;
8. A valid New York State Driver's License; and
9. Possess the ability to travel by car to multiple sites within the Town.

Schedule B

Nursing Services

Monthly Statistical Report

Month: _____

Location: _____

Name: _____

Service	In Home Service	Office Visit	Phone Call	Total
Intake/Assessment				
Blood Pressure Screening				
Diabetes Screening				
Medication Management Counseling				
Healthcare Advocacy Counseling				
Referrals				
Other				

Community Education Presentations

Location	PW	NHP	Great Neck	Roslyn	Westbury	Mineola
Date						
Topic						
Lecturer						
# in attendance						

*Presentations may be by you or arranged by you

Nursing Services: Six Month and Final Report

Please aggregate units of service reported monthly. Indicate any trends or cases of particular interest. Indicate any serious problems encountered in the course of the work and feel free to recommend remedial changes.

6 Month Report Due- June 15th

Final Report Due-January 1st

Schedule C – Business Associate Agreement

This Business Associate Agreement (this “Agreement”) is entered into effective as of the date this Agreement is executed on behalf of the Covered Entity, by and among **the Town of North Hempstead** (herein “Covered Entity”), a municipal corporation under the laws of the State of New York having an address located at 220 Plandome Road, Manhasset, New York 11030 and _____ (herein, “Business Associate”), a _____, with its principal place of business located at _____, in order to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing protected health information (“PHI”) and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, as amended from time to time (statute and regulations hereafter collectively referred to as “HIPAA”) (Covered Entity and Business Associate may be referred to herein individually as a “Party” or collectively as the “Parties”).

WITNESSETH

1. Definitions

- (a) General. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, PHI, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and Use.
- (b) Specific definitions:
 - i. Business Associate. “Business Associate” shall generally have the same meaning as the term “Business Associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Virtual Frameworks LLC d/b/a Virtual Health.
 - ii. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “Covered Entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Business Associate of North Hempstead.
 - iii. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

2. Obligations and Activities of Business Associate

- (a) Business Associate agrees to:
 - i. Not use or disclose PHI other than as permitted or required by the Agreement or as required by law. Business Associate acknowledges that this Agreement does not in any manner grant Business Associate any greater rights than Covered Entity enjoys, nor shall it be deemed to permit or authorize Business Associate to use or further disclose PHI in a manner that would otherwise violate the requirements of HIPAA if done by Covered Entity;
 - ii. Business Associate agrees to develop and use appropriate procedural, physical, and electronic safeguards to prevent misuse of PHI other than as provided by this Agreement. Business Associate agrees to notify Covered Entity of the location of any PHI disclosed by Covered Entity

or created by Business Associate on behalf of Covered Entity and held by or under the control of Business Associate or those to whom Business Associate has disclosed such PHI;

- iii. limit any use, disclosure, or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of HIPAA. Business Associate represents that all uses, disclosures, and requests it will make shall be the minimum necessary in accordance with HIPAA requirements. Covered Entity may, pursuant to HIPAA, reasonably rely on any requested disclosure as the minimum necessary for the stated purpose when the information is requested by Business Associate. Business Associate acknowledges that if Business Associate is also a covered entity, as defined by HIPAA, Business Associate is required, independent of Business Associate's obligations under this Agreement, to comply with the HIPAA minimum necessary requirements when making any request for PHI from Covered Entity.
- iv. Report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- v. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- vi. Make available PHI in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;
- vii. Make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;
- viii. Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;
- ix. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
- x. maintain such records of PHI received from, or created or received on behalf of, Covered Entity and shall document subsequent uses and disclosures of such information by Business Associate as may be deemed necessary and appropriate in the sole discretion of Covered Entity. Business Associate shall provide the Covered Entity with reasonable access to examine and copy such records and documents of Business Associate during normal business hours. Business Associate agrees to fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of HIPAA and any investigation of Covered Entity regarding compliance with HIPAA conducted by the U.S. Department of Health and Human Services ("DHHS"), Office of Civil Rights, or any other administrative or judicial body with jurisdiction; and
- xi. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate

- (a) Business Associate may only use or disclose PHI as necessary to perform the services set forth in such agreement between the Business Associate and the Covered entity dated _____ (the "Service Agreement") and for no other purpose whatsoever.
- (b) Business Associate may use or disclose PHI as required by law.
- (c) Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.
- (d) Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity

4. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

5. Term and Termination

- (a) Term. The Term of this Agreement shall be effective as of the date this Agreement is executed on behalf of the Business Associate, and shall terminate upon the termination of the Service Agreement or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- (b) Termination. The Covered Entity reserves the absolute right to terminate this Agreement at any time by service of a written notice sent by certified mail to the address set forth above.
- (c) Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI.
- (d) If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Agreement, Covered Entity shall take any steps reasonably necessary to cure such breach or end such violation, and, if such steps are unsuccessful, shall either (a) terminate this Agreement, if feasible, pursuant to §12, or (b) if termination is not feasible, report the breach or violation to DHHS. If Business Associate as a covered entity, defined by HIPAA, violates the terms and conditions of this Agreement in its capacity as a business associate of another covered entity, Business Associate will be in noncompliance with the standards, implementation specifications, and requirements of HIPAA.
- (e) Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

6. Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. This Agreement may only be amended or modified by written agreement duly executed by the Parties.

(c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

(d) Indemnification. (i) To the fullest extent permitted by law, the Business Associate:

- (1) shall be solely responsible for and shall indemnify and hold harmless the Business Associate, and its officers, employees, agents, and servants (collectively, the "Indemnified Parties"), from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements), and damages (collectively, "Losses") arising out of or in connection with any acts or omissions of the Business Associate or any of Business Associate's Agents taken pursuant to or authorized by this Agreement regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same, except, however, that the Business Associate shall not be held liable when an occurrence results solely from the negligence of the Covered Entity;
- (2) shall, upon the Covered Entity's demand and at the Covered Entity's direction, promptly and diligently defend, at the Business Associate's sole risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and which arise out of or in connection with this Agreement, and the Business Associate shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith; and
- (3) shall cooperate with the Covered Entity, and shall cause its employees, servants, agents, and independent contractors to cooperate with the Covered Entity, in connection with the investigation, defense, or prosecution of any action, suit, or proceeding arising out of or in connection with this Agreement.

(ii) The obligations of the Indemnitors pursuant to Section 6(d)(i) hereof shall not be limited by reason of enumeration of any insurance coverage provided under this Agreement.

(iii) Nothing in this Section 6(d) or elsewhere in this Agreement shall create or give to third parties any claim or right of action against the Covered Entity beyond that which legally exist regardless of the provisions of this Agreement.

The provisions of this Section 6(d) shall survive the termination of this Agreement.

(e) No Assignment or Transfer. The Business Associate's rights under this Agreement shall not be subcontracted or assigned nor its obligations assumed or transferred.

(f) Descriptive Headings. The headings included in this Agreement are for convenience or reference only, and shall not be considered in the construction hereof. Terms defined in the singular shall include the plural and vice versa as the context requires. All uses of the word "including" herein shall, unless otherwise indicated, be interpreted to mean "including, but not limited to."

(g) Waiver. Failure by any party to enforce at any time, for any reason, or for any period of time, any of the provisions of this Agreement, shall not be or constitute a waiver of any such provision or provisions and shall in no way affect such party's rights to later enforce such provision or provisions.

(h) Representation on Authority of Parties/Signatories

(i) The undersigned representative of the Business Associate hereby represents and warrants that the undersigned is an officer, director or agent of the Business Associate with full legal rights, power and authority to sign this Agreement on behalf of the Business Associate and to bind the Business Associate with respect to the obligations enforceable against the Business Associate in accordance with its terms.

(ii) The undersigned representative of the Covered Entity hereby represents and warrants that the undersigned is an officer, director or agent of the Covered Entity with full legal rights, power and authority to sign this Agreement on behalf of the Covered Entity and to bind the Covered Entity with respect to the obligations enforceable against the Covered Entity in accordance with its terms.

(i) Gender and Numbers; Headings. Where permitted by the context, each pronoun used in this Agreement includes the same pronoun in other genders and numbers, and each noun used in this Agreement includes the same noun in other numbers. The headings of the various sections of this Agreement are not part of the context of this Agreement, are merely labels to assist in locating such sections, and shall be ignored in construing this Agreement.

IN WITNESS WHEREOF, the Parties have set their hands as of the day and year first _____ above written.

Town of North Hempstead

By: _____

Its: _____

Date

(Contractor)

By: _____

Its: _____

Date

A P P R O V E D A S T O F O R M:

Linda B. Zuech, Acting Town Attorney

Kathleen H. Mitterway, Comptroller

Caisy Meyers, Commissioner
Dept. of Services for the Aging

	SCHEDULE D									
	NAME:				WEEK ENDING:					
	TITLE: Nurse				AGENCY:					
	DATE	HOURS	NO. OF PEOPLE	DESCRIPTION & LOCATION(S) OF SERVICES						
1.										
2.										
3.										
4.										
5.										
TOTAL				SIGNED:						